

PROFESSIONAL SERVICES AGREEMENT

This SERVICE AGREEMENT (the "AGREEMENT") is made and entered into as of this ~~day of June~~ day of ~~June~~ 2007 by and between Nexus Group, Inc. ("Nexus") and the County Assessor of Jasper County, Indiana ("Client").

RECITALS:

Whereas, Nexus operates a tax research and consulting firm based in Indiana and has certain skills and expertise in regards to the services to be performed;

Whereas, Client desires to retain the benefit of Nexus's service, knowledge, skills and expertise in certain specified areas of Indiana property taxation; and

Whereas, Client and Nexus are desirous of documenting the terms and conditions of said relationship;

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement. Now, therefore, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Engagement.** Client hereby engages Nexus as a service provider, consultant and advisor to the Client with respect to the matters identified in Section 2 hereof and in Attachment 1 to this AGREEMENT for the compensation as set forth in Section 3 hereof and for the term as set forth in Section 5 hereof. Nexus hereby accepts this engagement by Client as a service provider, consultant and advisor with respect to such matters and for such compensation and term.
2. **Services to be Performed.** During the term of this AGREEMENT, Nexus shall provide verbal and/or written reports, communications, data analysis and other related and necessary information ("Services") to the Client in general regards to the 2007 annual adjustment of real property values, including but not limited to: market adjustment factors, land values, commercial and industrial cost table updates, sales disclosure form entry and property class ratio studies. These Services and deliverables are further outlined and detailed in Attachment 1 to this AGREEMENT. Client and Nexus may alter the scope and nature of the Services upon mutual agreement. Nexus shall work closely with Client to ensure that Nexus completes those Services necessary so that Client meets all statutory deadlines. Nexus agrees to work in conjunction with the Client and other service providers, including but not limited to those associated with the reassessment and/or software provision, to integrate and transfer information so as to provide information to the Client in a uniform format. All work product of Nexus shall meet the requirements as established

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by the Department of Local Government Finance consistent with Regulation 17 as detailed in Version A of the 2002 Real Property Assessment Manual, any subsequent alterations to this document, as well as pertinent and other related adopted rules including, but not limited to, equalization requirements.

3. **Compensation.** In consideration for the Services as described in Section 2 hereof Nexus shall receive the sum of \$45,000.00; invoiced per the following schedule:

September 1, 2007 - \$ 20,000.00

The remaining contractual amount and final payment of \$25,000.00 will be due and payable upon mutual satisfaction of both parties that all contract deliverables have been met. Nexus shall submit an invoice or claim for payment to Client on the above-indicated dates for a total of four billings. Invoices are due within 45 days, with an additional grace period of 15 days. Payments outstanding after such grace period will be assessed an interest charge of one percent (1%) per month.

4. **On-Site Presentations and/or Defense.** Nexus agrees to provide public presentations, defend and/or support any aspect of these Services for an additional fee of \$750 per day. If desired by the Client, Nexus agrees to make a public presentation at mutually agreeable dates and times in Jasper County to inform and educate the public as to predicted impacts of the reassessment process and/or the Services detailed hereunder as performed by Nexus. Nexus shall work with the Client to obtain adequate media coverage for these presentations. At no additional expense, Nexus agrees to provide the Client with exemplary documentation for information defense as provided in the Services so that Client may better comment on petitions or other matters.
5. **Term, Termination and Suspension.** The term of this AGREEMENT shall commence on the earliest date noted above and shall continue indefinitely until all Services have been provided. Nexus may cancel this AGREEMENT with thirty days notice and for good and just cause. Client may cancel this AGREEMENT at any time with thirty (30) days notice. In the event of cancellation by either party, any and all outstanding payments shall likewise be suspended. Further, Client may suspend the provision of Services at his sole discretion, making the payment of any and all outstanding compensation due and payable in Section 3 likewise suspended. At the resumption of Services, Nexus and Client would make a good faith effort to amend this Agreement concerning due dates for deliverables and a compensation schedule.
6. **Confidentiality.** Nexus shall maintain the confidentiality of all Client records, data, information, correspondence of any type and similar. All

information related to these Services shall be provided to the Client only, unless otherwise directed by Client, or as so directed by a Court of Law.

7. **Independent Contractor.** Nexus shall at all times be an independent contractor hereunder, rather than a coventure, agent, employee or representative of the Client. Client hereby acknowledges and agrees that Nexus may engage directly or indirectly in other business and ventures not otherwise proscribed hereby.
8. **Proscribed Activities.** Nexus or its shareholders shall not file any type of real or personal property appeal on behalf of any person(s), corporations or business entities in regards to property owned, held or possessed in Jasper County, Indiana.
9. **Enforcement.** The provisions of this AGREEMENT shall be enforceable notwithstanding the existence of any claim by either Client or Nexus against the other. Each of the parties of this AGREEMENT shall have the right to specific performance and injunctive relief to enforce the terms of this AGREEMENT.
10. **Governing Law.** The AGREEMENT shall be construed in accordance with the laws of the state of Indiana.
11. **Waiver of Breach.** The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.
12. **Entirety.** This AGREEMENT represents the complete and final agreement of the parties with respect to delivery of Services and shall control over any other statement, representation or agreement. Any changes to the Agreement must be in writing, signed by both parties.
13. **Survival.** The provisions of this AGREEMENT relating to confidentiality shall survive the termination of the AGREEMENT.
14. **Captions.** The captions of this AGREEMENT are for convenience of reference only and shall not be deemed to define or limit any of the terms hereof.
15. **Binding Effect.** This AGREEMENT shall inure to the benefit of both parties and their successors and assigns shall be binding upon both parties.
16. **Indemnification.** Both Client and Nexus agrees to indemnify, defend and hold harmless the other from and against any and all costs, expenses and liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder or

arising from acts or omissions of the other party in performing its obligations hereunder.

17. **Contract Representative.** The Client may designate a Contract Representative to serve as the primary contact person for notifications and receipt and/or coordination of Services. The Nexus Contract Representative shall be Frank S. Kelly, 2021 E. 52nd Street, suite 106, Indianapolis, IN 46205 (317-753-0004).
18. **Notices.** All written notices shall be directed, if to Nexus, at: 2021 E. 52nd Street, suite 106., Indianapolis, IN 46208; and if to Client, at: Jasper County Courthouse, Suite 104, 115. W. Washington St., Rensselaer, IN 47978.
19. **Waiver of Bond.** Client and the Jasper County Commissioners specifically waive a requirement for a performance bond from Nexus. Client agrees that the delayed compensation period will permit the Client to ascertain if deliverables have been accurately met in a timely fashion.
20. **Responsibilities.** The final determination of assessed value and true tax value is and shall remain the responsibility of the Client.
21. **Non-Discrimination.** Pursuant to IC 22-9-1-10, Nexus and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.
22. **Delays.** Whenever Nexus or the Client have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within fifteen (15) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
23. **Subcontracting.** Nexus must obtain the approval of the Client before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials. If subcontractors are used, Nexus is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.
24. **Force Majeure.** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such

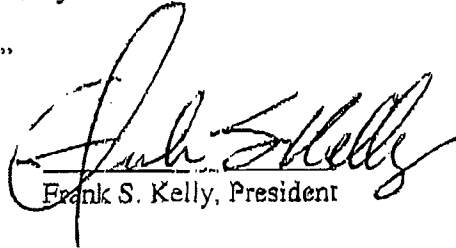
acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

25. Maintaining A Drug-Free Workplace. Nexus hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace. It is further expressly agreed that the failure of Nexus to in good faith comply with the terms of the above, or falsifying or otherwise violating these terms shall constitute a material breach of this Agreement, and shall entitle the Client to impose sanctions against Nexus including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of Nexus from doing further business with the Client for up to three (3) years.

In witness whereof, the undersigned have executed this AGREEMENT effective as of the day and year first set forth above.

"Nexus"

By:


Frank S. Kelly, President

Date

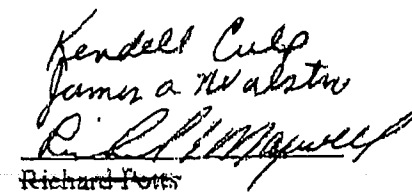
5-29-07

By:

Jeffrey S. Wuensch, COO

Date _____

By:


Richard Potts
~~Jasper County Assessor~~
JASPER COUNTY BOARD
OF COMMISSIONERS

Date _____

Attachment 1

Nexus Group Deliverables:

1. **Create, Edit and Verify Jasper County Sales Disclosure Form Database.** Verification may include use of MLS data (see Jasper County deliverables). Verified Sales Disclosure Form Database due within ninety (90) days of provision of data by Client.
2. **Develop Sales/Appraisal Database by Township, Neighborhood, and Property Class.**
3. **Review, Consolidate and/or Expand Existing Neighborhood Delineations with Sales Data.**
4. **Generate Revised Land Values.** Within sixty (60) days of provision of data by client .
5. **Generate Preliminary Neighborhood Market Factors.** Each residential neighborhood delineation in Jasper County will be assigned a market factor. Due within thirty (30) days of provision of data by Client.
6. **Conduct Ratio Study on all Property Classes (Residential, Commercial, Industrial, Utility, Agricultural, and Vacant Land).**
Nexus shall provide various statistical analyses of ratio study data, including, but not limited to, various parametric measures of location, central tendency, variance, standard deviation and related. All testing in this manner will meet a minimum confidence interval of 95% (or 0.05 significance level).
7. **Generate Preliminary Ratio Study Findings & Provide Preliminary Report by Township and Property Class.** Due within thirty (60) days of provision by Jasper County of deliverable item #3.
8. **As Necessary, Recommend Changes to Assessments by Property Class, Type, and Location.** Due within sixty (60) days of provision by Jasper County of deliverable item #3.
9. **Generate Final Equalization Report to County Assessor on Levels of Assessment & Uniformity by Property Class and Township.** Due date to be determined based by the Jasper County assessor in conjunction with the final requirements of the DLGF.

Jasper County Deliverables:

1. **Provide access to the Jasper County Sales Disclosures.** Data will be provided, preferably in electronic format compatible with Microsoft EXCEL or ACCESS or via hard copy.
2. **Provide access to Preliminary and Final Jasper County Land Valuation data as used for the 2006 assessment cycle.** Data will be provided in electronic format, compatible with Microsoft EXCEL.
3. **Provide access to parcel information for all parcels in Jasper County.** Nexus shall provide a template detailing the specific data fields required to complete all deliverables. Data will be provided in electronic format, compatible with Microsoft EXCEL. Due within 45 days after the date at which various Jasper County assessment officials and service providers have completed all deliverable aspects to make such information accurate and available in electronic format.
4. **Provide detailed County, Township and Neighborhood Maps.** At the earliest convenience.

**PROFESSIONAL SERVICES AGREEMENT
ADDENDUM**

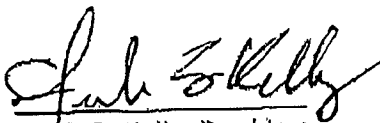
The SERVICE AGREEMENT (the "AGREEMENT") made and entered into as November 2004 by and between Nexus Group, Inc. ("Nexus") and the County Assessor of Jasper County, Indiana ("Client") is hereby amended as follows:

1. Services to be Performed. Nexus shall additionally conduct all activities in Attachment 2 regarding year-end report, roll-over of values and related activities.
2. Compensation. Additional compensation will be on a daily rate of \$750 with expected ten (10) hour work-days. This amount to be capped at a total of \$5,250.00.
3. Payment. Upon completion, Client shall be invoiced by X-Soft, Inc. and payment shall be made to: X-Soft, Inc., 2021 E. 52nd Street, Suite 106, Indianapolis, IN 46203.

In witness whereof, the undersigned have executed this ADDENDUM as of the day and year first set forth below.

"Nexus"

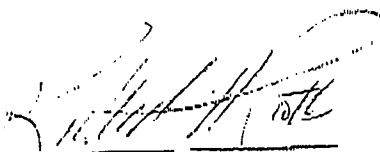
By:


Frank S. Kelly, President

Date 5-29-07.

"Client"

By:


Richard Potts
Jasper County Assessor

Date 6-4-07

Attachment 2

Functions:

1. Run Form 11's
2. Print Property Record Cards
3. Copy prior year reports to a new folder
4. Run the Homestead Allocation Report
 - a. Assessor's Office must review the report for correct Homestead Allocations and correct as necessary.
 - b. Homesteads MUST be allocated on the Assessment side in order for the taxpayer to receive the right allocation of residential and non-residential value.
5. Price the entire county
6. Run all Valuation Edit reports
7. Post Final Values
8. Re-run Value Change Tracking for parcels not priced and posted
9. Export Final Values to Tax Billing System

Additional activities based on time available.

1. Create a new set of Neighborhood Tables
2. Create a new set of Land Records
3. Create a new set of Commercial Tables
4. Create a new set of Agricultural Land Tables and make them active
5. Change all Preferences

"BOARD OF COMMISSIONERS OF THE COUNTY OF JASPER"

BY: Kendell Culp DATE: 6-4-07
KENDELL CULP, PRESIDENT

Richard E. Maxwell DATE: 6-4-07
RICHARD E. MAXWELL, V. PRESIDENT

James A. Walstra DATE: 6-4-07
JAMES A. WALSTRA, MEMBER

PROFESSIONAL SERVICES AGREEMENT Addendum

This SERVICE AGREEMENT Addendum (the "ADDENDUM") is made and entered into as of this ____ day of September 2007 by and between Nexus Group, Inc. ("Nexus") and the County Assessor of Jasper County, Indiana ("Client").

All other recitals, deliverables and paragraphs of the in-force 2007 Trending Agreement "Agreement" remain in effect and unchanged, except as follows:

Paragraph 2: is amended to include sales disclosure form entry, property class ratio studies, sales disclosure form data entry, appeals, training, new construction data entry and assistance with the 2007 data roll-over to the County Auditor.

Paragraph 3: is amended to require an additional payment for these additional services of \$27,500.00 (a total payment under both the Agreement and Addendum of \$72,500.00). This additional payment shall be made upon the completion of all services, except for possible hearing and/or training.

Attachment 1: is amended to include the following deliverables:

7. **Data entry of all 2007 new construction parcels into Client's CAMA system.** Client estimates 600 parcels of RES / AG and 40 parcels of commercial / industrial property class. Data entry will be accomplished primarily via remote access to the CAMA system. To the extent that actual parcels exceed these estimates by more than 10% in total, the Client shall be subject to the daily rate specified in the Agreement.
8. **Appeals.** Nexus shall provide five (5) person days for appeals. Dates to be coordinated with Client based on need.
9. **Training.** Nexus shall provide two (2) person days of training in regards to assessment methodology, CAMA data entry and other related services.
10. **2007 pay 2008 Data Roll-over to County Auditor.** Nexus shall provide assistance to the Client to facilitate the transmittal of accurate assessed values to the County Auditor, including all error reports, corrections and file transfers.

In witness whereof, the undersigned have executed this ADDENDUM effective as of the day and year first set forth above.

"Nexus"

By:

Frank S. Kelly, President

Date _____

By:

Richard Potts
Jasper County Assessor

Date _____